(1) C.S.1002 (B)

IN THE HIGH COURT OF CHHATTISGARH AT BILASPUR

WRIT PETITION NO. 229 /2004

PETITIONER --------- Mahendra Goyanka S/o Late S.K.Goyanka ,aged about 26 Years, Occu.-Indian Oil Petrol Pump, Baikunthpur, Resi. Of Kotma, Distt. Korea (C.G.)

VERSUS

RESPONDENT ------- Indian Oil Corporation limited, Acting through senior Divisional Manager, Raipur Division Rajeev Gandhi Marg, (VIP Road), P.O. Ravigram , Telibandha, Raipur(C.G.).

09/6/04

WRIT PETITION UNDER ARTICLES 226/227 OF THE CONSTITUTION OF INDIA FOR ISSUANCE OF APPROPRIATE WRITS/WRITS DIRECTION/DIRECTIONS OR ORDER / ORDERS.

XI-HC-22

(33)

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

आदेश पत्रक

W.P. No. 2629/04

मामला क्रमांक ..... सन् 200

..... विरुद्ध .....

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
	15.9.2004 Smt. Hamida Siddique, counsel for the petitioner. Shri Bhisma Kinger, counsel for the Caveator/respondent. The petitioner has preferred this writ petition under Article 226/227 of the Constitution of India questioning the legality, validity, propriety and correctness of the order-dated 07.8.2004 (Annexure P-1) passed by the Sr. Divisional Retail Sales Manager of respondent-Corporation. The main grievance of the petitioner is that the petitioner's contract has been terminated without giving him one month's notice. The brief facts leading to filing of this writ petition are that the petitioner and respondent entered into an agreement for running a Company Owned and Company Operated (COCO) petrol pump at Baikunthpur, District Koriya (Annexure P-4) whereby the job contract was given to the petitioner by respondent to run the petrol pump on the rates, terms and conditions mentioned in the said agreement. The term of job contract was for one-year w.e.f. 23.3.2003 subject to an extension by one year at the Corporation's option on the same rates, terms and conditions. Clause-4 of the agreement further mentioned that however, the agreement can be terminated at the option of the Corporation at any time before the expiry of the contract by giving one month notice in writing without assigning any reason whatsoever. The first year term expired on 23.3.2004, thereafter, no written extension was granted to the petitioner. However, the petitioner continued to run the said petrol pump, but vide order-	

(34)

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आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित -2-	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

dated 07.08.2004 (Annexure P-1) job contract of the petitioner was terminated by the Sr. Divisional Retail Sales Manager of respondent-Corporation for the reason that the period of job contract was already expired on 22.3.2004. It has been further mentioned in the order that respondent Corporation reviewed the sales figures of MS/HSD (April – July, 2004), on reviewing the sales figures the respondent reached to conclusion that the sale performance of the petitioner was poor and he was not able to achieve the agreed target. The agreed target for MS was 40 & for HSD was 120, whereas the sale was 34 for MS & 95 for HSD; as such job contract was terminated on the ground of poor sales performance.

Learned counsel for the petitioner argued that though no written extension order was given to the petitioner but Clause-4 of the agreement envisages an extension of one-year period, as the petitioner was allowed to run the petrol pump even after expiry of contract period, therefore, that was implied extension and the petitioner ought to have been allowed till the end of another year. She further submits that without giving one-month notice the job contract was terminated vide impugned order.

On the other hand learned counsel for the respondent/Caveator argued that agreement was for only one year, no extension was granted to the petitioner. He further submits that since there was no alternative arrangement, therefore, the petitioner was allowed to continue with the contract without any extension, as such no right accrued to the petitioner for

XI-HC-22

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आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित -3-	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

continuation of the job contract for another one year. He further submits that as the sales performance of the petitioner was poor, therefore, his job contract was terminated.

It is an admitted position that the job contract was given for one year vide Annexure P-4 and there is a provision in Clause-4 of the agreement for extension of contract period for another one year on the same rates, terms and conditions. However, no order for extension was passed in favour of the petitioner, therefore, in my opinion no right was accrued in favour of the petitioner to continue with the job contract. Even in the letter dated 13.3.2002, which was issued by the respondent before entering into the contract, it has been categorically mentioned that the petitioner shall be running the COCO petrol pump as a labour contractor for a period of one year, he should not be treated as a dealer of this outlet. It has been further mentioned in the letter that the job contract will be based strictly on the sales performance achieved by the petitioner and target given to him and since the sales performance of the petitioner was found to be poor, therefore, his job contract was terminated vide order dated 07.8.2004.

In view of above, I am of the opinion that the petitioner has not been able to make out any case in his favour entitling him to invoke the extra-ordinary jurisdiction of this Court. Accordingly, the petition is liable to be dismissed and it is dismissed on the admission stage itself.

Sd/-
L.C. Bhadoo
Judge

Roshan/Pradeep 259 16.5.06